

TELEGRAPHIC

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Judge Hallett's Decision.

Special to the Gazette.

DENVER, July 24.—I have considered as carefully as I am able to the matters, which were presented on Monday and Tuesday in the new case which was begun by the Atchison company against the Rio Grande company and other parties, and have arrived at a conclusion upon the general subject. Those matters really should be deferred, and no decision rendered upon them, until the questions which were presented this morning shall have been determined, because, if it is true that the Rio Grande company has retained a portion of the property which they were required to turn over by the order of the 25th of June, as was before stated, they would be in no situation to ask for the action of the court in respect to the questions which were presented early in the week. But I do not at present see any way in a determination of those questions, immediately, and perhaps that may occupy more time than I am at present able to give to any of these matters.

In the matter of the bill and cross bill which was argued on Monday and Tuesday we have presented for the first time for direct consideration the several contracts which were made on the 15th day of October last. Those contracts have been the subject of much discussion in other courts and in causes which have arisen, or which are pending, in the court, but they have not been directly passed upon. As to their legality and interpretation upon these motions which are of a preliminary character I do not think it can be necessary or proper to express very definitely the opinion which I at present entertain in regard to these matters. These are matters which are for consideration and decision in the final decree which may be entered in this case and in the collateral cases which are pending in this court.

I wish however to refer generally to this contract agreement. The manner in which it was entered into in explanation of the ruling which I am about to make. It seems from what is shown in this cause and also in other causes which are pending here that for some time previous to the nineteenth day of October negotiations were had between these companies with reference to some settlement and adjustment of their differences. It certainly appears that these negotiations were actively entered upon as early as the 4th of October, and perhaps prior to that time. On the 15th the officers of these companies made the agreements substantially in the form in which they appear here, which were subsequently accepted by their companies. Upon that it may be said that what is found in those agreements was not hastily determined upon. It was a subject of deliberate consideration. The parties were evidently exercising that care and forethought which is usually exercised in matters of this kind where large interests are involved. The agreements themselves gave evidence of such care, and the lease gives evidence of the care of the parties in approaching the decision of the matters which were in difference between them. As is common in such instruments, looking at it in a general way, it would be said that every contingency which could arise between the parties was provided for in those instruments. It has been ascertained since, however, that several questions which have in fact arisen before the parties were not very clearly determined in the lease and in the other agreements accompanying it.

At a meeting of the directors of the D. & R. G. company and afterwards of the stockholders of the company this instrument was ratified and confirmed. The road was then delivered by the president of the Rio Grande company to the Atchison company. From that it would be fair to assume that the parties ought to be able to get on for at least a short time, in accordance with the documents which they had prepared with so much care, but that has not been the fact. It seems that soon after these agreements had been entered into and the property delivered over to the Atchison company differences arose between these parties with respect to the matters which had been the subject of conference, negotiation and agreement between them. Some of these differences as is shown here were of a trivial character, others perhaps of a more serious nature.

The result of these differences was in some respects, as to the interpretation of this instrument, in other respects as to the legality and validity of the instrument itself, and, as it seems to me, upon any such difference arising between the parties, we might reasonably have expected that one or the other of the parties would resort to the courts, and that there would be, after the usual course of litigation, taking of evidence, and filing of pleadings, and all that, a decision in respect to the validity of these instruments in the hands of the administration of justice, without any very particular demonstration of interest or of activity upon the part of either of the parties.

It appears sufficiently, however, in these papers that the Rio Grande company was not satisfied to resort to this the usual method of proceeding. They began by threatening, as will be seen by some of these papers, to take possession of some of this property without any proceeding in a court whatever and without any attempt at such proceeding and finally abandoning that course they resorted to a court of justice. Having obtained a writ of which it is unnecessary to say more than has already been stated in other proceedings between these parties they took possession of this property by force and violence. They retained possession of the property for something over a month and now after all this has taken place these parties are before the court.

The plaintiff in this suit is here seeking an injunction against the Denver & Rio Grande company to restrain them from further interfering with their possession, as they allege that they have good reason to expect such interference, and the other party the D. & R. G. company is here asking for a receiver of this property against the plaintiff. That is the attitude of the parties before the court. I have stated all this for the purpose of showing that there is in the condition of affairs a situation which I am bound to say has been brought about by the Rio Grande company and in disregard of the agreement which they had solemnly made and entered into, which agreement had been ratified by the stockholders of the company in regard to which they had received every assurance as to its validity and character from the officers and stockholders of that company. In disregard of that agreement they have brought about a condition of affairs which renders it necessary that the court should take some action. There is, indeed, as was said in the course of argument the other day, if not by counsel upon both sides certainly by the counsel upon one side of this case, some danger of still further violence disgracing to the courts of the state which may be seeking to administer justice in this case unless there is interference and action on the part of the court which may prevent such unlawful proceedings.

In this condition of affairs the court is called upon to consider the nature and effect of these agreements, in the first place whether they are binding upon these parties, and to determine with reference to some action now to be taken. Whether they are so binding on these parties and also whether there has been such a violation of these agreements, assuming that they are binding, as would authorize the present action of the court in behalf of either of these parties. Before a final decree and determination can be reached with respect to what is alleged with regard to the violation by the Atchison company, I have only to say in a general way that while it may be true that some of the provisions in this lease have been in some respects disregarded by that company, especially if we are to accept all the statements made on behalf of the Rio Grande company without considering what is said in contradiction thereof on the other side, yet that in itself would not in my judgment authorize the interference or intervention of the court in the way that has been proposed in this cause. It must have been anticipated and it is reasonable to expect that in carrying out contracts of this kind there will be differences arising between the parties, as to the construction and meaning of a contract, but upon every such difference that might arise between the parties as to the meaning of a lease and as to the manner in which it should be executed it could not be said that the court should be authorized to interfere either by injunction, or receiver, or in any other way. It might be ground for action in the final decision and determination of the matters in issue between the parties, but unless there was a gross, willful, persistent and continued violation of the provisions of the contract it would not be ground for interference in this preliminary way.

As to what was said by counsel in respect to the pooling contract between the northern line and this line which was the most serious matter alleged in respect to the manner of keeping and observing the contracts with the Atchison company, there is in the contract itself a provision which shows that it was in consideration of the parties, that it was a matter which was referred to and probably deliberated upon by them that such contract would be made between the parties or that such contracts would be made with other lines, and provision was made that this company, if any such contract was made whereby loss should accrue to the Rio Grande Co., it should be reimbursed for any such loss in some way that was not determined or passed upon. That is sufficient to show that that was in the consideration of the parties, and that it was probably supposed and believed that the Atchison Co. would operate this line in the way that railroad companies usually use their property to promote their own interests in the largest way possible. But I do not care to dwell upon those matters at any considerable length, nor

do I wish anything that I may say to be regarded as having been spoken with the full consideration which is necessary to reach a final judgment upon such matters.

As to the other question, the validity of the instruments between these parties, I have to say in a general way, in respect to that also, that there are real doubts as to the validity of the contracts. I shall not attempt to point out in what particulars those doubts have arisen, the construction that is to be placed upon the acts of the general assembly of this state, or how those doubts have arisen. In this preliminary motion it would not, it seems to me, be proper to express any deliberate judgment upon these matters which must be for consideration and determination in the final decision of the cause. I can only say with reference to them, that the doubts are such that I have not been able to bring myself to the conclusion that the contracts are to be so far affirmed and decided to be valid and effectual as between these companies as that relief is to be granted to the plaintiff. In this action in the manner in which it is here sought, by allowing an injunction to the plaintiff as prayed in this cause, it would be in some manner affirming that these contracts between these companies are valid and effectual, at least to the extent that they give to the plaintiff company the present right to operate the road. So to declare would, it seems to me, be affirming that position and I have not been able to do that. It is taking an exceedingly narrow ground to say that contracts which have been entered into as I have explained, with the greatest deliberation and care are not to be enforced merely because there was some alleged incapacity on the part of one or the other party to the proceedings. I should hesitate as to take that ground at present. But as I have already stated I am unable to say affirmatively that the contracts are in themselves valid and effectual. It is doubtful whether the parties in view of all that is provided in the statutes of this state had authority to enter into these agreements.

Therefore having explained already that some action on the part of the court is necessary in the premises to preserve the property pending the litigation I am driven to the other alternative which is less in the nature of a declaration in favor of the validity of these contracts or against them than it would be to grant either of these parties relief by injunction. I am impressed with the notion as I have already stated, I think several times, that some action of the court for the preservation of this property is necessary, and as that which appears to me to be least objectionable under all the circumstances and most effective to that end, I have determined to appoint a receiver as prayed for in the cross bill. I do this with the greatest reluctance, because as I have already stated upon several occasions, and I wish here to state again I do not think the conduct of the Rio Grande company has been such as to entitle them to any such relief.

They have sought to avoid a contract which they entered into deliberately and with the greatest care, affirming that there was nothing obligatory upon them whatever that the party was without any right, whatever, in the premises and were mere trespassers and intruders upon this property and the contracts to which I have referred, which were entered into with the greatest deliberation and care, they have come to deny upon the narrowest ground that can be alleged. But this seems to be the only alternative that can be resorted to and the only course that can be adopted for preserving this property during the pendency of this suit.

I have also, assuming that these parties, wide apart as they have been and as they are likely to remain in respect to all these matters, could not agree upon any person who might be charged with this property, selected Mr. Louis C. Ellsworth as the party to be appointed receiver. I have conferred with him and he has signified his willingness to accept the place. I may state also, for the information of parties that he will be instructed to retain Mr. Borst, who has been superintendent of this property under both these parties, and the receiver will appoint some new person who has not been connected with either of these companies as the freight and passenger agent of the line, and of course all other matters will be in the discretion of the receiver. Unless there be objection on the part of one or the other of the parties, the amount of the bond will be fixed at \$200,000.

Judge Hallett's Decision.

DENVER, July 24.—Judge Hallett, of the U. S. Circuit Court, on the application of the Denver & Rio Grande company in its cross bill to cancel the lease to the Atchison company, and all other agreements, and to require the return of the Rio Grande road, stock, etc., this morning appointed a receiver of the constructed road.

The appointment was made solely on the legal question involving the invalidity of the lease and agreements. Judge Hallett used the following language: "I have to say that there are real doubts as to the validity of those contracts. I shall not attempt to point out the construction that is to be placed upon the acts of the general assembly of Colorado, or on what particulars those doubts have arisen. It is doubtful whether the parties, in view of all that is provided in the statutes of this state, had authority to enter into these agreements. I think some action of the court for the preservation of this property is necessary, and as that which appears least objectionable under all the circumstances, and most effective to that end, I have determined to appoint a receiver."

Associated Press Dispatch.

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More Manipulation of the Earnings.

Special to the Gazette.

DENVER, July 24.—The Santa Fe company has over four hundred loaded cars at the Pueblo yard and between Pueblo and Dodge City, which if held three weeks will make a difference in returns to the D. & R. G. of over one hundred thousand dollars.

GENERAL NEWS.

Indian Affairs.

WASHINGTON, July 24.—Today special and positive instructions have been sent by the war department to prevent General Miles from bringing on an Indian war and telling him that the only purpose for which he was sent into the field was to protect the navigation of the Missouri river.

Secretaries McGarry, Thompson and Schurz can interest today the Indian outlook in the northwest. They are unanimously of the opinion that every precaution to prevent hostilities with the Indians should be taken and anticipate no serious conflict. It is thought to be the intention of Gen. Miles to reconnoitre Sitting Bull's camp.

OMAHA, July 24.—With reference to the reports that Sitting Bull's band is on the war path, the department of the interior does not credit any such rumors. Recent advices from the northwest state that Sitting Bull and his men are peaceably inclined. Their relations with the mounted police were never more satisfactory.

Road Agents at Work.

OMAHA, July 24.—A News special gives the meagre details of a desperate fight between a body of detectives and four desperadoes of Doc Middleton's gang of thieves and murderers in the cattle country of Nebraska. The row occurred on Monday on one of the branches of the creek called Long Pine, 140 miles north of Grand Island. Shots were fired by two of the desperadoes and returned by the desperadoes in effect upon each side, although no lives were lost. Hogan, one of the desperadoes received a bullet in the neck and in his arm and the third passed through his body below the ribs, coming out near the backbone. Llewellyn, another who was present at the fight is missing, and the remaining desperado escaped without a scratch and made his way to Columbia, 150 miles distant. Hogan reached this place safely and his wounds are not serious though painful. Middleton would have been killed except that the desperado's revolver missed fire four times. Hogan was badly wounded in the groin and it is thought will die, but is being cared for by friends.

Mutiny at Quilty.

NEW YORK, July 24.—A warrant has been issued for the arrest of Captain Maryman, of the bark John Sells of Zillertown, who, on the voyage from Bremen, put in irons five of his crew, and placed them in a half deck three and a half feet high, keeping them forty hours without food or water, and the remainder of the time imprisoned on a meagre supply of bread and water. The entire crew consisted of eight men, and beyond complaining, the seamen say their offense was that they asked for watch and watch alternate, and four hours for rest.

His Just Deserts.

LAWSON, Cal., July 24.—Last evening about eight o'clock a shooting scrape happened on Red Elephant Mountain. A boy named James Conchoy was assaulted by a man named Harvey Rhodes who knocked him down. Conchoy drew a revolver and shot Rhodes through the neck, making a dangerous wound. Public opinion is that Rhodes got his just deserts.

Buried the Murderer.

LOUISVILLE, July 24.—General Buford, who was convicted and sentenced to the penitentiary for life for the murder of Judge Elliott, arrives here today. A guard was placed in the jail where he will be kept until the appeal has been decided. He was marched from the depot to the jail, the procession creating much excitement along the street so that when the party reached the jail there were 200 or 300 persons following Buford. At the jail he said he did not desire to see any one, and instructed the officers to inform all who asked to see him.

Silver Bullion Bought.

NEW YORK, July 24.—Bids for supplying the U. S. mints with silver bullion were opened at the office of the director of mint yesterday. About six hundred thousand ounces were offered. All offers for delivering at Philadelphia which were above the market rate were accepted and those above rejected. The offers in excess of market rate were all declined by the department. All bids made were for Philadelphia which aggregate about 300,000 ounces. Department anticipate having to do the largest proportion of silver coinage during August at Philadelphia mint, owing to their inability to procure silver at the market rate for western mints.

Political News.

Lewiston, Me., July 24.—This evening, Secretary Sherman addressed an audience of three thousand people from all parts of Androscoggin county. It was one of the largest meetings ever held here, hundreds being turned away.

NEW YORK, July 24.—The republican state convention will be held at Saratoga on September 3d.

CINCINNATI, July 24.—Reached Lancaster at 8 o'clock this evening, and was received at the depot by a large delegation of the citizens of Lancaster and the surrounding towns. Judge Wright made a brief introductory speech of welcome, and General Ewing replied at some length.

CINCINNATI, July 24.—The congressional investigation committee to-day examined Dr. W. R. Thrall, who was U. S. marshal employing supervisors in the election of 1879. His testimony related to the salary, to the employment of the supervisors, and deputy marshals. He stated that leading democrats refused to furnish the names of members of their party to act as supervisors.

Interesting Races—Rarus beats Hopeful.

CHICAGO, July 24.—The attendance at the Jockey club races to-day was very large, estimated at 15,000. There was a brilliant display of vehicles and the grand stands and all other sections of the grounds were crowded.

The greatest interest continues on the special race between Rarus and Hopeful, purse \$5,000, of which \$3,500 was to go to the winner and the rest to the loser. The entrance of these two flyers was greeted with tremendous cheering. Splendidly started was effected for the first heat and Hopeful after getting into the saddle took the pole in the first heat and held it for half-mile when he broke, allowing Rarus to work ahead which he did and increased his lead, beating Hopeful three lengths. Time, half-mile, 1:07 1/2; mile, 2:17 1/2. In the second heat an even start was made. It was a repetition of the first heat up to the half mile pole where Rarus closed upon Hopeful and gradually out trotting him won again. Time, for half mile was 1:11; mile was made in 2:18.

The Yellow Fever.

MEMPHIS, July 24.—Fourteen new cases were reported to the board of health this morning. Among them were Chas. Sacey and Alex. Repler. Two car-loads of tents, furnished by the government have arrived, and the city authorities will to-morrow establish a camp at a point seven miles north of the city. On the Paducah railroad the Howard Association placed a few nurses to-day. This morning the street in front of their rooms was crowded by colored people all anxious to be assigned to duty. They were dispersed informally, no more nurses being required. Four deaths from yellow fever have occurred since last night. Mrs. B. Hollister, Jno. Lockard, Mrs. B. F. Miller and Henrietta Taylor.

Four additional cases were reported to the board of health this afternoon, also one death. William Taylor, on the corner of Hennandson and South street. The city authorities are experiencing great trouble in finding means for transporting to the site which has been selected for camps. Superintendent Monsarrat of the Paducah R. R. refuses to furnish cars, fearing that the indignant citizens will destroy the track. There is also a disposition on the part of a majority of the colored people against being forced out of the city or being removed to the camps. At a meeting held by them last night a resolution proposing against the scheme was adopted. Five thousand people left the city tonight, 250 of whom took passage on the steamer Orancho. Bill for St. Louis. The Howard Association have about fifteen nurses on duty.

GALVESTON, TEXAS, July 24.—The state health officer issued the following relative to freight and passengers entering the state, to take effect July 25th: "Shippers must make affidavit accompanying shipments stating that such freight has not been in any place infested with yellow fever since July first. This affidavit, with the affidavit of the consignee of the same effect, will be presented before the delivery of the freight. Passengers from points inside the state will be provided with a pass signed and sealed with the seal of the town or county that has not been in the infested place since July first. Transportation companies must demand the presentation before the party can enter the state. Passengers are also required to take the usual affidavit before deputy officers."

LOUISVILLE, KY., July 24.—Miss Fasing, a Chicagoan from Memphis, who has been in the city for nearly a week, died of yellow fever at the house of her friends on Horland avenue this morning. Her case was one of three imported cases discovered in Louisville last Monday and she died two days after the third day of a Mr. Paradise, who is doing well at the quarantine hospital. No other cases than those mentioned existed here. The state board of health met this morning and adopted a resolution agreeing to act in harmony with the national board of health, and as far as possible to be subservient to the rules and regulations hitherto adopted.

ST. LOUIS, July 24.—The Cornhom having on board 700 Memphis passengers, has reached quarantine landing and will be detained there. No yellow fever had developed among those on board, and such as wished were permitted to come up to the city by rail.

A Terrible Fire.

GALESBURG, MD., July 24.—The large mills of E. E. Jackson & Co., and extensive lumber yards have been burning since noon. The fire is spreading into the lower end of town and fears are entertained the town will be destroyed. Assistance has been asked from neighboring towns.

FOREIGN.

Plain Words from John Bright.

LONDON, July 24.—At a meeting to discuss the state of India, John Bright said, if it were really necessary as now to expend over half the India revenue on the army it seemed to him it would be almost better to confess our failure and say the government of the great empire in Asia by rulers sent from England is impossible and might never have existed. The speech excited much hostile comment.

Elecho Challenge Shield.

LONDON, July 24.—In competition at Wimbledon for Elecho challenge shield, score at the conclusion of shooting, 900 yards range was Ireland 1018, Scotland 1108, and England 999. The Irish eight consists of the following well known shots: J. Rigby, W. Rigby, Penton, Dyer, Cogland, Young, McKenna, and John.

On the Abolition of Slavery in Cuba.

MADRID, July 24.—In the chamber of deputies to-day, Fabia asked whether it was true that a member of the English cabinet had announced in parliament that Spain had entered into an engagement with England regarding the abolition of slavery in Cuba. The minister of colonies replied that no Spanish minister had concluded any treaty with any country for the introduction of reforms into Cuba. He said the government would submit to the cortes such reforms as it might consider of benefit to Cuba and Spain.

Return of the Prince's Sword.

LONDON, July 24.—The sword of the Prince Imperial has been delivered to the British commander by a messenger from Cetewayo.

More About the Zulu Battle.

CAPETOWN, July 24.—The question whether Cetewayo will surrender now is of little importance as in the event of his proving stubborn the British can place his brother Chum, who surrendered some time ago, in possession of the lower and far more fertile part of the island and by assuring Chum some little support at the commencement, his reign will establish a complete bulwark between Cetewayo and British colonies. The continuation of the war would be an arduous and fruitless task. Beyond Umhlo the country is a wilderness where difficulties of transportation would exceed anything yet experienced. The official return of British losses doesn't include those among the native contingent. The Zulus were compelled to pass by a heavy fire when they arrived within sixty yards of the British square. Eye witnesses differ greatly as to the particulars with which the Zulus pressed their attack. This probably arises from the various positions from which they witnessed it. The most circumstantial narrative shows that the Zulus came with a magnificent rush in dense masses on the rear of the square and seemed determined to get to close quarters. Their attack on the left flank was not nearly so determined, as that was protected by a Gatling gun, which the Zulus greatly dreaded. The estimates of the Zulu losses vary so greatly as to show they are guess work. The highest is 1,500, the dead men lying thickly all around the square.

TELEGRAPHIC BRIEVITIES.

Two tramps have been arrested at James town, N. Y., suspected of entering Crosby's farm house and choking Mr. Crosby to death, shooting her husband, and stealing thirty dollars.

Frank Belmont, a burglar, escaped from Owens Co. (N. Y.) jail, and recaptured early yesterday morning after a sharp chase, during which he fired two shots at the officer.

By the fall of scaffolding at Petersburg, Va., James Charles, a painter, was instantly killed; Alie Nugent fatally injured; and Robert Charles, son of James, seriously injured.

A Cincinnati Enquirer special says, Hyatt's flouring mills, together with four thousand bushels of wheat, at Washington, Ind., were burned. Loss \$16,000. Insurance in Niagara and Franklin \$6,000.

The board of delegates of the union of the American Hebrew congregations voting the exclusion of the Hebrews from the port of Coney Island, N. Y., says: "We may safely leave our defense to the intelligence and advanced public sentiment of our fellow citizens, irrespective of creed or race."

FOREIGN NOTES.

The trial of 300 nihilists by court martial begins in August at Odessa, Russia.

Delasseps says American support is secured for his Darien canal project.

Delasseps has written to the Emperor of Brazil for laborers for the Darien canal.

The British defeated the Canadians in the Kalapare challenge cup match at Wimbledon.

German capitalists have petitioned the government for permission to construct an electric railroad in Berlin.

A hail storm in the Can. of them dropped the trains, wrenched masses of earth about, and injured crops.

A dispatch of July fourth says Cetewayo withdrew the beginning of the fight but retired as the Zulus began to retreat.

General satisfaction is expressed at the happy termination of the Orange demonstration yesterday at Ottawa. Wm. Johnston of Ireland was chosen president of the order.

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Senator Chandler seems to be the man to fire the loyal heart.

The republican campaign paper in Maine will be called "The Honest Truth." This is a very appropriate name.

The Sherman movement will get a big lift by the election of Charles Foster in Ohio. We are not looking for the big boom until then.

Governor Talbot of Massachusetts has just issued an order forbidding the running of trains in the state on Sunday. He don't believe in dead letter laws.

The Charleston News and Courier says: "The state owes to every citizen protection and justice, with absolute security in person and property." Well, why don't you demand that your state pay its debts.

The greenbackers in Ohio are gradually going over to Ewing. The greenback party thus becomes the tail of the democratic kite. But the republicans are not disheartened as the vote of a hard money democrat is gained to them by the democratic gain of a greenback vote.

Here is one of those paragraphs which an editor in the light of later events wishes he had not published. It is from the Tribune of yesterday and reads as follows: "Judge Hallett's decision in the railroad case will probably be delivered this morning. Whatever it is, the state will accept it as in accordance with the law." We trust the quiet resignation and Christian spirit manifested in the above paragraph will still pervade the honest bosom of our contemporaries.

We published yesterday the proceedings of two republican conventions. The platforms of both had a stalwart ring, particularly the Pennsylvania one. The latter must have been written by a college sophomore. We hardly see how such extravagant boyish expressions should have been adopted by thinking men. The gag law which was enforced must explain it. The Wisconsin platform, however, was the product of a mature mind, and ably reflects the sentiments of the majority of the republican party. We are inclined to think that it is the kind of a platform on which the republican party can carry every state in the north except Indiana this fall. The Wisconsin convention had the additional inspiration of occurring on the twenty-fifth anniversary of the republican party. This was opportune for calling to mind the many and glorious achievements of the republican party.

JUDGE HALLETT'S DECISION.

Finally a decision has been rendered in the railroad case which may be considered as virtually ending the railroad war. On the motion of the Denver & Rio Grande counsel, argued on Monday, and Tuesday last, a receiver has been appointed to operate the road, pending the railroad controversy. As we have not seen the full text of this decision, we will not attempt a discussion of it except the main fact, that a receiver has been appointed who will take the road out of the hands of the A. T. & S. F. company and operate it in the interest of the Denver & Rio Grande Co. Those who listened to the arguments in the court room considered this result inevitable. It was most clearly shown that any other course would result in crushing the D. & R. G. Co. Even Judge Beckwith, skillful and shrewd as he is, did not attempt to answer their best points. He dodged them altogether.

We will just glance for a moment at some of the reasons urged for the appointment of a receiver. Contrary to the lease the Atchison counsel were building around the D. & R. G. lines so as to take all the southern trade from the lines terminating at El Moro and Alamosa. There was also a line surveyed by the Atchison company over Poncho Pass which would take the San Juan and Gunnison trade away from the D. & R. G. Unless the D. & R. G. extension could be built a large part of the road would be rendered worthless by Atchison extensions. But these extensions could not be built by the D. & R. G. Co. while the A. T. & S. F. Co. were in possession of the road. Therefore it was of supreme importance that a receiver should be appointed so that these extensions could be made.

It was clearly shown by indubitable proof that the possession of the Denver & Rio Grande road was obtained by fraud and concealment. One fact only need be mentioned of the many given. A fundamental condition of the whole negotiation was that the D. & R. G. stock should not be held by the A. T. & S. F. company but by a third party. A letter from Mr. Nickerson giving assurance of this, that

the stock should be held by the P. & A. V. company was placed in evidence and also the report of the meeting of the P. & A. V. company giving the stock to the A. T. & S. F. company before the possession of the road was given up and unknown to the D. & R. G. counsel until February.

Again it appears, by the affidavits that for six months prior to the Atchison occupancy the Rio Grande line had carried a large net surplus over and above the interest upon its mortgage debt. It likewise appears that during the period of the Atchison occupancy, notwithstanding an inadequate to pay the interest on the bonded debt by upwards of the sum of \$10,000. In consideration of the rival lines being constructed by or through the Atchison company, and of its still insisting upon keeping in force the pooling contract, there could be no reasonable explanation by any impartial man that they would earn the interest upon the bonded debt during the current six months. If at the end of that period their extensions should be far enough advanced to defy competition, why could they not then abandon the proposed lease and turn back the road to its owners, stripped and useless?

In view of these facts the court was obliged to interfere and save to its owners a property worth \$10,000,000 which was being ruined by a company which had no right to its possession. Meanwhile the whole question will be thoroughly tried on its merits before Judge Hallett and then the whole tale of fraud, perjury, robbery will be laid bare. The appointment of a receiver under all the circumstances must be considered a vindication of the irresistible character of the claims of the D. & R. G. since Judge Hallett admitted that it was done with great reluctance.

A la Napoleon.

Departing Khedive to the Egyptians. My faithful friends, I must leave you. It is getting too hot. Remember that from the summits of yonder pyramids forty millions of creditors contemplate you. // *Pygmalion of Turin.*

A la Nailed.

"It seems that Governor Pitkin was in South Pueblo on Sunday last, unheralded and unannounced, and quietly took the situation. He visited those terrible forts, inspected the armaments, took a stroll over the dark and bloody ground, talked with the survivors, and men of all shades of opinion, and having thus talked and witnessed the thing, himself, he telegraphed Judge Hallett to the effect that Pueblo was one of the most quiet, orderly and peaceable cities in the state, and that there was no ground or foundation whatever for the stories about the armed mobs and terrorism, so freely circulated by the Santa Fe organs. The governor's opinion does not tally very well with the yarns of the Santa Fe monopolists, hence it is entitled to respectful consideration. // *Pueblo Democrat.*

The Prince Imperial Placidly and Disgracefully Deserted by his Escort.

There is no serious doubt remaining that the Prince Imperial was deserted. The correspondent of the Times with General Newdigate's column, who has obviously access to the official documents, publishes Lieutenant Carey's own report. According to this statement, that officer was directed to escort the Prince to choose a site for the camp, but without interfering with him, and left him throughout practically, though of course not officially, in command. The Prince gave the orders and had just given the word to mount, when the "concealed" Zulus made a rush. Lieutenant Carey then "judged it better to clear the long grass before making a stand, and rode hard for the ravine, followed by his six troopers without further attention to the Prince, who falling to mobbing him after the retreating party for some distance, and then facing the Zulus, died, receiving all his eighteen wounds in front. Sergeant Willis, Corporal Grubb and two troopers confirm this account, all stating that Lieutenant Carey gave no order, but rode on first. Fifty excuses may be made for the unfortunate officer, who probably acted entirely without thought and whose record is said to be a good one; but if ever a man under escort was deserted by men who should have died with him, the Prince was that man. Blame is also attached to Colonel Harrison, quartermaster general of the column, who should have disallowed the expedition; but his was an error of judgment, not a failure in duty. The whole business is a most humiliating one. // *London Spectator.*

First-class Livery.



FEED AND SALE STABLE.
First-class Rigs and Saddle Horses always on hand.
Opposite El Paso Bank.
Tejon Street 7-911. Colorado Springs. J. M. GRAHAM, Prop.

MILINERY, DRY GOODS, HOSIERY, & FANCY GOODS.
AT REDUCED RATES.
CALICO WRAPPERS ONLY \$1.25.
Wellesley's new block, 112 1/2 ft. P. EICKSON.

WM. CONVERSE,
An experienced, careful and skillful workman at ANY KIND of mechanical work or repairing.
POSTOFFICE BLOCK, UP STAIRS.

A Competent Gunsmith.
An experienced, careful and skillful workman at ANY KIND of mechanical work or repairing.
POSTOFFICE BLOCK, UP STAIRS.

The price of the WEEKLY is only two dollars per annum, one dollar for six months, fifty cents for three months, and twenty-five per month.

PROFESSIONAL CARDS.

A. HANFORD,
ATTORNEY AT LAW, Office—Room 8, Union Block, Colorado Springs, Colorado. 7-1311.
J. L. MENAGER,
ATTORNEY AT LAW—Colorado Springs. 7-911.
J. C. HELM,
ATTORNEY AT LAW—Office opposite El Paso County Bank.
C. J. Reynolds, S. Davis,
DRS Reynolds & Davis,
DENTISTS.
Office first door east of True & Sutton's, up stairs.
W. L. BARRETT & CO.,
DENTISTS—Over Robb's & Arnold's new block, Huerfano street, Colorado Springs. Special care taken with children's teeth. 7-7811.
DR. A. WELLINGTON ADAMS,
DENTIST, HURFANO STREET.
E. A. HILKAL AND LUNDAHL,
DENTISTS, Northwest corner Kiowa and Tejon streets. Family surgeon in charge of the Ear, Throat, and Lung Department of the Central Dispensary, Washington, D. C. 7-411.

ALICE G. ROBBINS,
PROFESSIONAL NURSE. At Mrs. Pratt's, Nevada Avenue, between Pike's Peak avenue and Huerfano street. 5-211.
MRS. J. E. LOOMIS, M. D.,
SPECIAL attention given to diseases of women and children. Residence corner of Tejon and Kiowa streets.

NEW

Lumber Yard!

A Large Stock of

Native and Chicago

LUMBER.

LATH, SHINGLES,

DOORS, SASH,

Mouldings, Trim, Hair, and Plaster.

North Tejon Street,

Opposite Park.

STUEGER & BRO.

First-Class Livery

Wilbur & Goodrich.

At the Avenue Stables citizens and strangers will be furnished at all times with fine driving horses and first-class turnouts of every description.

NO OLD PLUGS!

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Dilapidated Carriages

Sent out from this establishment to be changed at full rates. Call on us and you will again every time.

WILBUR & GOODRICH.

COTTONWOOD

Hot Springs,

CHAFFEE COUNTY, COLO.

PROPRIETORS.

REV. JOSEPH ADAMS, MRS. J. A. D. ADAMS, Homeopathic Physician, and MR. G. K. HARTENSTEIN, Attorney at Law, Leadville.

The Springs are situated at the mouth of Cottonwood Canon, in a most beautiful country, salubrious atmosphere, surrounded by scenery of the most gorgeous description, being in the very heart of the Saguache range. Mount Yale lying to the north, and Mount Princeton to the south. The crystal waters of the Cottonwood River, abundant with trout, come dashing and sparkling down past the door of the Sanitarium from its fountain head, the eternal beds of snow which cap the hoary old mountain.

The following analysis, connected with six years' experience, warrant us in saying that they are a specific for catarrh, sore eyes, rheumatism, lead poisons, and all scrofulous affections.

SOLIDS. Grains to pint— Uplift Spring Lower Spring
Carbonate of Soda..... 4.8
Carbonate of Lithium..... Trace.
Carbonate of Lime..... 2.0
Sulphate of Magnesia..... 1.0
Sulphate of Soda..... 1.0
Chloride of Sodium..... 1.0
Silica..... 1.0
Iron..... 1.0
Bromine..... 1.0
Ammonium Chloride..... 1.0
Ammonium Sulfate..... 1.0
Ammonium combined..... Trace
Gases..... 1.0
Free Carbonic Acid..... 1.0
Hydrogen Sulfide..... 1.0
Free Carbonic Acid..... 1.0

We are erecting a building which will enable us to entertain about one hundred patients at the following rates: Room \$2.25 per week for board and room; Baths, \$1.00 per course of 24.

A Grouch meets the stage at Manitouville every day, except Sunday. All persons desiring further information will please communicate with the.

REV. JOSEPH ADAMS, Manitouville, Colo. or G. K. HARTENSTEIN, Esq., Leadville, Colo.

W. LENOX & BRO., PROPRIETORS OF The Old Reliable Transfer Line AND DEALERS IN

CANON CITY COAL.

Office at Coal Yard near freight depot. Order books at the hardware stores of G. S. Baras and Dyer & Lee.

TRADE DIRECTORY

ATTORNEYS.
WILLIAM HARRISON, attorney at law, office over People's bank, Colorado Springs.
BAKERY.
WM. RUSSELL, baker, confectioner and dealer in California fruits, ice cream, &c. Postoffice block.
BOOTS & SHOES.
R. B. FEERY, dealer in Boots and Shoes, rubber goods, and ladies' goods, specialty. 112 1/2 ft. 7-1111.
DRUGS, MEDICINES.
CITY DRUG STORE—R. V. KENNEDY, dispensing druggist, corner Tejon and Huerfano streets, Colorado Springs, Colorado. Special attention given to compounding prescriptions at all hours.
DRY GOODS, CLOTHING, &c.
D. W. ROBBINS, dealer in clothing, dry goods, boots and shoes, hats, caps and furnishings. Huerfano Street.
FURNITURE & UNDERTAKING.
S. B. WESTERFIELD & CO., Huerfano Street, Opposite Gazette Office. Dealers in Furniture, Carpets, and Undertakers' Goods. If
A. L. MILLARD & CO., dealers in Furniture and Undertakers' goods. Open day and night. Opposite City Hall. 2-211.
HARNESS MAKERS.
OSCAR HAFNER, manufacturer of harness, saddles, &c. Tejon street.
LIVERY STABLES.
WILBUR & GOODRICH, Avenue Stables, No. 107 Pike's Peak avenue, Colorado Springs, Colorado. First class horses and carriages to let. Stock taken to handle and break. All diseases of horses treated.
MEAT MARKETS.
TODD & OSBORNE, dealers in fresh meats of all kinds of good quality and at prices to suit the times. Market on east side of Tejon street. Highest market price paid for fat cattle, calves, sheep, and all kinds of meats.
A. J. DOWNING & CO., wholesale and retail dealers in Beef, Pork, Mutton, Game, Salt Meats, etc., City Market, Tejon street.
MUSEUM.
COLORADO SPRINGS MUSEUM, W. B. Norton, proprietor. A fine line of Rocky Mountain curiosities kept constantly on hand. Views \$1.50 per dozen. Visitors welcome.

HARDWARE.
DURKEE & LEE, dealers in stoves, hardware, tinware, and house-furnishing goods. West side Tejon street.

AIKEN'S MUSEUM.

The Best Place to procure Relics and Curiosities as Souvenirs in Colorado.

Mr. Aiken is a naturalist in high standing throughout the United States and a Taxidermist of large experience and artistic skill. He has on exhibition, and for sale a large assortment of mounted heads of our characteristic game animals; for wall ornaments, also mounted birds, mineral specimens, and polished native stones, mineral caskets, fossil collections and various curiosities. He is the manufacturer of the celebrated

ANTHEM-CASSAS

These animals are shown in the natural shape of the skin, with the mounted head and the tail erect. Thrown upon the floor of a room or over the back of an easy chair they are highly attractive and ornamental, and being so novel and so safe of change they meet with general favor among tourists, wall decorations of the country.

You will find this the best place in town to select

Stereoscopic Views!!

Thurston's Views - \$2.00 per doz.
Gurnsey's Views - 2.00 " "
Gurnsey's Views - 1.50

The Largest and Best stock of

BUFFALO ROBES

ever seen in this town, to which the attention of campers is particularly directed. Excluding both wind and moisture, and being both warm and comfortable, to sleep upon they are indispensable to any one in camp, and owing to their magnetic properties are highly conducive to health.

AIKEN'S MUSEUM, WAREHOUSE (Up Stairs).

First entrance west of the First National Bank. Remember the place! 7-1111.
Branch store at Manitou.

H. T. O'BRIEN,

DEALER IN

CALIFORNIA SADDLES.

MAUFACTURE OF

SHIP ALL YOUR GOODS FOR

LEADVILLE.

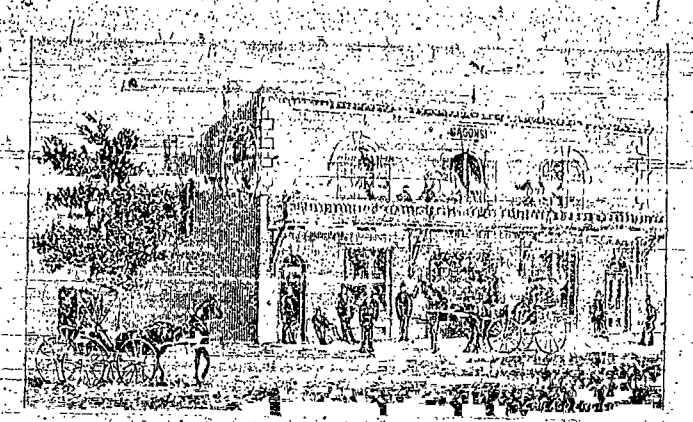
IN CARE OF

TRUE & SUTTON,

Forwarding & Commission Merchants

Oldest and Best Grocery House in Town

Bacon's Livery, Sale & Feed STABLE.



First-class Rigs at Rates Lower than the Town.

J. H. BACON & SON, Proprietors.

J. W. FAIRFIELD

PLUMBER,

Has the largest and most complete assortment of Plumbers' Materials in the city.

I GUARANTEE ALL MY WORK

ORDERS FOR

Tapping & Plumbing

WILL RECEIVE PROMPT ATTENTION.

J. W. FAIRFIELD,

OPPOSITE POST OFFICE COLORADO SPRINGS

Cigars! Cigars! Cigars!

The only place in the city where a really good Imported Key West or Spanish Cigar can be had is at

C. STOCKBRIDGES,

NEXT DOOR TO THE POST OFFICE.

The greatest pains are taken to select only the finest, and I guarantee it to be what I advertise.

Call and try them. They are cheaper and better than any at any other house.

First, I buy in LARGER QUANTITIES than any other house. Second, none but the BEST GOODS are kept.

ALSO

Guns, Rifles,

Revolvers and

Ammunition,

Cheapest and Best Selection in town.

Remember the place.

C. STOCKBRIDGES,

Next to the Post Office.

TAILORING!

I HAVE JUST RECEIVED SOME

Fine Spring Goods!

CALL AND SEE THEM!

CHARLES STEARNS.

WHIPPLE & EATON, Contractors & Builders, Nevada Avenue, (One block east of Postoffice.) COLORADO SPRINGS.

R. RICHENS, STONE MASON AND CONTRACTOR, COLORADO SPRINGS. Having a quantity of my own, containing the finest stone in the state, I am prepared to take contracts at the lowest prices. I will take unimproved lots in Colorado Springs in pay for my work. I can be seen at the Central Hotel, from 10 to 1 o'clock.

FRIDAY, JULY 3, 1879.

A Conversation With Prince Louis Napoleon.

A confidential friend of the Bonaparte family, Mr. Jules Anquetin, sends to the Paris Petit Caporal an account of an interview with the late Emperor's Imperial son.

One day I said to him that to dispel the calumnies daily printed about him there was a better means than relying on the journals. "What means?" he inquired. "Go and show yourself in France," I said. "Only for a few days." "Yes," he answered with a shrug. "I should like to see France again, but alas! I cannot."

"Why not?" I replied. "There is no prescription against you," I know that said he smiling. "But I am the son of the emperor, and I can only go to France, to reign."

"But why? I don't want to torment that poor government for nothing. There must be some sufficient reason." "Well, but your drawing lots for service in the army is precisely that occasion."

The prince reflected a moment and said: "I don't think I should have patience enough for that." "What do you mean, Monsieur?" "You see, my dear Anquetin, the emperor, my father, was wont to say, 'This people is good, and I think with him, though possibly he was better than his people, but you will admit that there are many roughs and scamps in all crowds.'"

"No doubt, Monsieur," and I remember seeing a good lot of roughs and scamps in the crowd to see me pass. "Certainly, Monsieur, and we should try to assemble as large a one as possible."

"Yes, but if in this crowd some one should insult me?" "What then, Monsieur?" "Why, then I should probably smite his face, and should afterwards be sorry for the poor devil as well as myself."

"Faith, Monsieur, I should not be sorry at all. If the emperor, your father, out of his excessive goodness and greatness of soul had not too much disdained to resent injuries, your imperial highness and I should not at this moment be strolling under these chestnut trees."

The prince reflected a moment, and then said in a very solemn tone, "No, I am not yet in a sufficiently calm temper. We will talk of this another time, when I may be more like my father, and more disposed to pardon, than I am at the present. Moreover, it is not enough that France should see what I look like; she must know what I can do. I will not go back to France till I have done something to get myself talked about."

In the school on the Continent, the admirable examples are adapted to the surroundings. Instead of saying, 'I have many apples, I give William one-fourth of the number John has, and Henry one-seventh and Charles one-eleventh, how many apples does John have?' they say, 'Suppose I buy seventeen and two-thirds pounds of flour, consolidated at the market price, on 25 per cent. margin, and the baker calls on me for more bread, and I can't put up, how much a share will I lose and how much a share will I gain?' and so on. The baker's share will be worth when the last drop of water from the flooded mines has been absorbed.

British Jurymen and Women's Wrongs.

There is a subject on which the English jurymen habitually let out his prejudice with the result of increasing crime. It is on a breach of promise of marriage. Having a parcel of poor daughters, who are ardently desirous to be married, the British jurymen gives with gushing heart thumping damages to any weeping woman who can inveigle a man into anything like a tentative marriage.

I know of a young lady who, though not of family, is closely connected with a great and noble family, who has twice obtained a verdict and a lump of money for breach of promise and failed once. It is with her a regular business to have her heart broken and her prospects blasted.

In vain has it been clearly proved that the majority of these "breach" cases are simply gull-traps; in vain does the better sense of the more educated and experienced class call out for the abolishment of such trials; in vain are green young curates in twenty-one taken in by hackneyed adventuresses almost old enough to be their mothers, and such a case occurred recently. Still the British jurymen continues to give exemplary damages to the fair plaintiff and after unexemplary damages to the defendant. He is, alas! most unlike the jurymen recorded in the old Flemish song, who when asked by a clever Portia what he would do if tempted answered like a man that he would yield.

LADY LAWYER.
And thus she to the jury spoke
"Oh, will ye list to me?"
What would you do if a fair lady
Should choose you for her love to be?"

FOREMAN.
What would I do if a fair lady
Should yield to her charms? [Times.
I would kiss her, I would, a thousand
And fold her in my arms."

SAYINGS OF CELEBRITIES.
The Duke of Abercorn says that he is an old swimmer, and is "astonished" that everybody does not learn to cheat his natural enemy, the water.

Louis Kossuth says that there are only two countries in Europe where the word "home" is thoroughly understood, namely, England and Hungary.

The Duke of Cambridge says there can be no doubt that the late Prince Imperial was a "thoroughly good, high-minded, high principled young man."

Sir Henry Thompson, an English surgeon, divides Europeans into two main classes—three-meal and four-meal races, and describes tobacco as "an ally of temperance."

Mr. Pinsoli, M. P., the friend of the sailors, says: "It is not to raise persons socially that education is so important, but to make all men, even the most humble, happier than they would otherwise have been."

Lord Shaftesbury has appealed to the London people for aid in giving ragged children a day's excursion into the country. "Every year," he testifies, "affords additional proof of the pleasure and benefit it confers upon these poor little creatures. Why not give them two weeks?"

Mr. Paul de Cassagnac tells Frenchmen that "the hour for virile resolutions has struck. The Imperialist party must no longer remain without a flag, without a chief, and without direction. By which he means that Prince Jerome Napoleon should be set aside in favor of his son Prince Victor."

Sir W. Jenner, an English surgeon, would be glad if the government paid more attention to sanitation and less to war, although, perhaps, if they did not attend to war there would be no sanitary affairs to look after at all.

Mr. K. A. Cross, the English secretary of state for the home department, exhorts his countrymen to "hunt disease into a corner and stamp out that which causes it, thus restoring to every citizen his actual birthright—pure light, pure air and pure water."

Earl Granville being asked at a public dinner to respond to the toast "her majesty's ministers," said that he was "afraid there might appear something like mockery in proposing the health of those over whom there impend the dangers of an immediate dissolution."

Mr. Gladstone suggests the inquiry whether the divisions of thought, practice and tendency now existing in the Church of England may not materially hasten her removal from that station of civil privilege which she still holds under the protests of nonconformists generally.

Dean Stanley says: "The extraordinary eloquence of one of the greatest orators in England at this time, Mr. John Bright, was entirely formed by his reading good books. These have made that style by which he captivates the hearts and wins the attention at once of the most uncultivated."

The Marquis of Hartington has "not the least doubt that England will have a severe and continuous competition, especially in America, from corn, but I doubt very much whether it is established that a foreign competition in the meat trade, as in other agricultural products, is easily transported than corn, is yet greatly to be feared."

The Duke of Edinburgh says: "It is now twenty-one years since the South Foreland light-house, near the mouth of the Thames, was first illuminated by the electric light; therefore we may say the electric light has entered upon its majority. It is not every one who at her majority has become quite perfect, and the electric light is not yet perfect; but we may hope soon, with careful attention and experiment, to obtain a light which will be quite satisfactory."

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Colorado Springs Hotel.

CRAWFORD HOUSE,
Under One Management.

The undersigned has placed them in perfect order and will keep them in better shape and guarantee superior table to any house in the city. Most desirable places can be accommodated than by any other hotel in the city, and it is the best located. First class in every respect, and are the only two hotels in the city that have an unobstructed view of the mountains. Terms moderate.

431st COLORADO SPRINGS, COLO.

CLIFF HOUSE.

Manitou Springs, Colo.,

Is a delightful place to stop, as with its new cottage, and additional rooms, water, all through the house, and the many improvements made this spring make the Cliff one of the most desirable places in Colorado.

Everything is first-class in every respect. W. W. Nichols, E. E. Nichols, Chief Clerk, Proprietor.

Pascoc's Hotel and Restaurant.

I have recently fitted up one of the most charming little hotels in the west, and from a long experience in the business can guarantee greater satisfaction at cheaper rates than have ever before been offered. Table supplied with all the delicacies of the season.

RATES \$1.50 PER DAY.
Postoffice Block, Tejon Street, THOS. PASCOC, Proprietor.

CENTRAL HOTEL.

COLORADO SPRINGS, COLORADO,
J. P. McMILLEN, Proprietor.

The Best \$2.00 per Day House in the State.

This Hotel is now open to the public. EVERY room has been newly papered, painted, calcined, and furnished throughout with spring beds. It is located in the very center of the city, and is accessible to all business houses, and is reached in and from trains. RATES: \$2.00 Per Day.

National Hotel.

COLORADO SPRINGS, COLO.,
CURTISS & QUERRAU, Props.

This house is conveniently located, commanding a fine view of the mountains, and is in every way a most desirable stopping place. The table is unsurpassed by any hotel in the state, and the rooms, which are large and airy, are luxuriously furnished.

RESTAURANT,
VIENNA BAKERY and ICE CREAM SALOON.

Kenney's Old Stand, Pike's Peak Avenue.

Table always supplied with the best in the market.

5181 CARROLL & RATTIGAN.

J. HAUMGARTEN,
Upholsterer and Carriage Trimmer.

MANUFACTURER OF
CENTENNIAL

AND
KEY CITY RUGGY TOPS.

All kinds of Carriage Trimming and Upholstery Done in the Most Artistic Manner on Short Notice.

REMOVED
TO THE NEW BRICK SHOP ON
HUERFANO STREET.

J. H. Drinkwater,
PLUMBER,

AND
GAS FITTER.

ESTIMATES FURNISHED for Plumbing and Gas-Fitting from plans for new buildings, hotels, etc., in or out of town.

I have carried on the plumbing business in Chicago for the last ten years. I carry in stock all the latest lines of goods, and do my work in a first-class manner, and at reasonable rates.

OFFICE:
AND RESIDENCE ON PIKE'S PEAK AVENUE, BETWEEN TEJON ST. AND NEVADA AVENUE, COLORADO SPRINGS.

DO SPRING.

YOU CAN

SAVE MONEY

BY PATRONIZING
H. M. PECK,

who has in stock a fine line of
Gentlemen's Piece Goods,
for Dress or Business Suits,

which he will make to order and
Guarantee a Fit and the Best of Satisfaction.

Call and see my stock, which is equal to the best Colorado.

Prices Always Reasonable.

SEMI-ANNUAL STATEMENT
OF THE
RECEIPTS AND EXPENDITURES
OF EL PASO COUNTY,
For the Half Year Ending June 30, 1879.

1879. To cash on hand, \$10,748 74
1878. To warrants issued since January 1, 1879, as per the following statement: \$5,332 00
outstanding warrants in balance.

For keeping prisoners	366 43	
" jailors	2,404 79	
" assessor's fees	200 00	
" janitor's fees	168 05	
" school superintendent's fees	370 00	
" county treasurer's fees	107 23	
" commissioner's fees	261 50	
" clerk's fees	126 50	
" coroner's fees	40 00	
" justice of peace fees	110 35	
" constable fees	33 35	
" witnesses before justice of peace	33 00	
" sheriff's fees	479 90	
" witness before court, fees	510 05	
" grand jury, fees	154 80	
" petit juror's fees	904 38	
" grand " fees	27 00	
" district clerk's fees	85 00	
" attorney's fees	100 00	
" court stenographer fees	73 00	
" meals for jurors	653 13	
" repairing roads and bridges	284 45	
" books, printing and stationery	227 84	
" fuel	395 97	
" furniture account	266 27	\$16,081 34
" miscellaneous expenses		

El Paso County in Account With Deaf-mute Fund.

1879. To deaf-mute fund on hand	\$169 78	
January 1. " delinquent taxes	680 32	\$850 10
		\$850 10

El Paso County in Account With State University Fund.

1879. To University fund on hand	\$166 61	
January 1. " delinquent taxes	534 36	\$700 97
		\$700 97

El Paso County in Account With the Agricultural College Fund.

1879. To cash on hand	\$ 83 23	
January 1. " delinquent taxes	267 41	\$350 64
		\$350 64

El Paso County in Account With the School of Mines Fund.

1879. To cash on hand	\$ 83 23	
January 1. " delinquent taxes	267 41	\$350 91
		\$350 91

El Paso County in Account With the Military Fund.

1879. To delinquent taxes	\$1,094 00	\$1,094 00
January 1. " delinquent taxes		\$1,094 00
		\$1,094 00

El Paso County in Account With the Special Fund.

1879. To special fund on hand	\$ 167 72	
January 1. " delinquent taxes	5,036 72	\$7,504 51
		\$7,504 51

El Paso County in Account With the Road Fund.

1879. To road fund on hand	\$1,011 09	
January 1. " delinquent taxes	2,578 14	\$3,619 23
		\$3,619 23

El Paso County in Account With the School Fund.

1879. To school fund on hand	\$2,305 01	
January 1. " delinquent taxes	7,020 88	\$9,423 89
June 30. " fines	98 00	\$9,423 89
		\$9,423 89

El Paso County in Account With the State of Colorado.

1879. To state fund on hand	\$2,587 14	
January 1. " delinquent taxes	9,879 16	\$12,466 30
		\$12,466 30

El Paso County in Account With the Common County Fund.

1879. To county fund on hand	\$ 1,220 87	
January 1. " delinquent taxes	24,014 99	
" interest collected	901 77	
" miscellaneous collections	426 10	\$26,563 73
		\$26,563 73

El Paso County in Account With the Special School Taxes.

1879. To cash on hand	\$2,879 98	
January 1. " delinquent taxes	9,120 53	\$12,110 54
" additional taxes	9 93	\$12,110 54
		\$12,110 54

STATE OF COLORADO, } ss.
COUNTY OF EL PASO.

I, Irving Howbert, county clerk in and for said county, do hereby certify that the above is a true and correct statement of the financial condition of El Paso county on the 30th day of June, A. D. 1879, and of county warrants issued and paid during the preceding half year.

Witness my hand and the seal of said county this 21st day of July, A. D. 1879. IRVING-HOWBERT, County Clerk.
The above and foregoing statement has been examined by the board of commissioners, and found correct.
J. C. WOODBURY, Chairman.

FRIDAY, JULY 25, 1879.

Official Paper of the City of Colorado Springs.

TIME TABLE.

Denver and Rio Grande Railway.

TRAINS GOING SOUTH.

The Freight.

Arrive 11:59 P. M. Leave 12:00 P. M.

The Passenger.

Arrive 10:53 A. M. Leave 10:54 A. M.

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A Few Questions.

We regret that Judge Hallett should have allowed himself to use certain expressions contained in his decision published in our telegraphic columns. A few pertinent questions might be asked in regard to some of his statements, to show that the circuit court may still to some advantage continue the consideration of both sides of this case.

Has Judge Hallett overlooked the fact that the sole reason why the D. & R. G. R. Co. was granted a writ of injunction was because of the adverse canon decision from him cutting them off from their resources, which decision the supreme court has declared ought to have been exactly reversed. That the Atchison people should have been enjoined and the Rio Grande allowed to build on their chosen line? Does the judge wonder, therefore, that the Rio Grande people are a little restive in their desire and claim that the stipulations of the bargain into which they were thus by his error forced at Boston, should be strictly carried out? The violations may have seemed of slight importance to the Santa Fe company, who were in possession, but they were of vital importance to the Rio Grande.

Again has the judge lost sight of the fact that very shortly after the bargain was made at Boston last October and the papers deposited in court, the Santa Fe company set them all up before his court and claimed that they constituted an abandonment of the canon by the Rio Grande, and that the suit should be dismissed? Does the judge wonder then, why a longer time did not elapse before differences arose between the two companies?

Is there any just reason why the judge should cite the affidavits of one side to show that it was long contemplated to seize the road without any order of any court, and disregard entirely the affidavits of the other side proving that there was no such intention? Who can know intentions best, those who do the intending, if it is done at all, or an outsider and an enemy? It is not claimed that anything was done, but only intended.

Finally is not the judge aware that the reason why there has been any very particular demonstration of interest or activity on the part of the Rio Grande people was because any decision even if in their favor, if proceeded with in the usual way, would have absolutely ruined them, because it would have been applicable to the supreme court, and would have consumed four years, during which its opponents would not only have enjoyed the spoils, but would have built its line entirely around its victim. Every man in Colorado sees that this is the gist of the whole controversy.

Lecture Next Monday Night.

Mr. M. Schoonmaker, general secretary of the Y. M. C. A. of Kansas City, Mo., will deliver his favorite lecture on "The Battle of Life," in the Congregational Church on Monday evening, July 28th, under the auspices and for the benefit of the Y. M. C. A. of Colorado Springs and Kansas City.

His lecture is said to be very fine and his delivery as displaying a dramatic talent rarely met with in a lecturer.

The subject, taken from Bunyan's Pilgrim's Progress, is the battle between Christian and Apollyon, showing the need of something more than mere human power to overcome the spirit of evil ever present.

Go and hear the lecture and thereby assist the Y. M. C. A. in their peculiar work in this place and elsewhere.

Admission 25 cents.

Dr. W. C. Gibbons Struck by Lightning on the Pike's Peak Trail.

The ascent of Pike's Peak is generally accompanied by no more serious inconvenience than great fatigue, but occasionally an unfortunate tourist meets with an accident. Dr. W. C. Gibbons, the temperance lecturer, while descending the mountain last Tuesday with his wife was struck by lightning and fell to the ground. Mrs. Gibbons was not struck by lightning but her horse became unmanageable and throwing her trampled upon both in his frantic terror. Dr. Gibbons was stunned temporarily and for some time was unable to remember anything. We are glad to say, however, that neither Dr. Gibbons nor his wife were dangerously hurt although both came miraculously near death. Mrs. Gibbons has written us the following letter which gives full particulars of the accident:

MANITOU, July 23, 1879.

To the Editor of the Gazette.

Thinking you would probably hear an account, and perhaps an exaggerated one, of our accident yesterday, I thought I would better give you a detailed account. We started from this place at about 7 in the morning and reached the summit just before two, stopped about three quarters of an hour and then began the descent. We were the last to start, and rode quite slowly, so the rest of the party were more than a mile ahead. Before we reached timber line a terrific storm came up, it rained and hailed, the lightning flashed and the roar of the thunder was deafening. As you are aware, the telegraph wire runs parallel with the trail, and crosses it several times. (And right here let me utter a protest against this, I do think the wire ought to be removed to a safe distance, as these storms are quite frequent.) As we were riding

along a place where the wire was about two feet from our heads my husband about ten feet in advance. Suddenly he heard what I at first supposed was a pistol shot; then I saw a stream of fire run from the wire to his head, his horse reared on his hind feet, my husband fell to the side of the trail, and the horse bounded off down the mountain. All this occupied but a second, then my horse bounded from the ground and threw me backward so that my head struck the ground, my foot slid in the stirrup. His

saddle, his hind feet striking me in the forehead, while at the next bound his feet struck my husband, and then his horse also left. For sometime the dr. remained unconscious. I raised him up, found the mark of the lightning—just above his left ear—which followed a zigzag course back of his head, down his neck to his shoulder. I finally got him to his feet and half carried him down the trail about half a mile, where we found our horses. I helped him on his horse. I mounted mine and slowly we made our way to the Lake House, a mile further on. He kept asking me questions over and over, did not know me, knew nothing of our trip, but he had forgotten everything. Just before we reached the Lake House his mind began to come back. The last thing he remembered now is just after we reached timber line. His sight and hearing is somewhat affected yet and he is very lame in one knee where the horse struck him. I have written you just as it occurred; of course you must report it as you think best. I only wish you would advise the changing of the wire, for God pity any poor wife who might see her loved one stricken as I did yesterday.

Yours very respectfully,

Mrs. W. C. Gibbons.

P. S. I very seldom add a "P. S." to my letters, but my husband wishes me to say that he is still more firmly convinced that "temperance" is God's work, and that there is still more for him to do, as nothing but an overruling providence saved either one of us. It is a matter of surprise to everyone who has seen the mark how he escaped death. The same blast that struck him struck the Lake House, tore the door off the hinges, splintered the door post and destroyed things generally. Our friends there urged us to remain all night, but we thought it best to come through. We see the wisdom of it now, for we find ourselves so stiff and sore to-day we could not ride at all.

The Ball at Manitou.

The ball last evening at the Manitou House was a complete success in every respect. The various hotels of this charming watering place were fully represented and the toilets of the young ladies were especially elegant. A large delegation from Colorado Springs did honor to the occasion. The music was all that could be desired. The house was brilliantly illuminated and the carriages which arrived filled with handsomely attired ladies and courteous gentlemen were received by competent servants and quickly provided for. The dancing began at an early hour and was kept up with unabated vigor until when supper was announced an advance was made in force for the refreshment room. The refreshments were of the best and the habits of good conversation was pleasantly mingled with the clatter of busy knives and forks. There was a preponderance of "spoons," as this may be charitably explained upon the ground that there was an abundance of iced cream.

The spacious parlors of the hotel were made the resort of many who considered more than two a crowd, but when the trumpet announced that another dance was on the carpet everybody hastened to the ball room and the floors were filled. We noticed an especially jolly party of elderly persons who satisfied themselves with an extemporized French four in the corridor. There was no end of fun and the way the gray-haired gentlemen "cut the figure four" would have done credit to the boys who were dancing the lancers in the ball room.

Just before supper was announced a little lady, Miss Fable, danced the Highland Fling to the great enjoyment of all present. The recall was emphatic and although the little girl was evidently much fatigued she responded in company with a young friend in a very pleasing duet of dancing.

The supper was a very pleasant pause, after which the real enjoyment of the evening began. The dancing was kept up to an early hour this morning when every one retired, convinced that the jolliest ball of the season had been enjoyed. Owing to the lateness of the hour when the festivities closed we must be satisfied with giving this meager report, but tomorrow we will endeavor to make a more extended account of this most successful hop.

A Romantic Wedding at Bijou Basin.

About thirty-five miles from Colorado Springs, on the Rio Grande, is a place called, about fifteen miles in circumference, surrounded by hills, reminding one of the Hiji Valley described in Rasselas. On Tuesday morning a large, fine looking specimen of humanity sought a clergyman to unite a happy couple in this romantic spot. On the journey out it was discovered that the portly stranger was himself the prospective bridegroom.

The morning was perfect, there was no dust, the air exhilarated like "Wine of Cyprus," the glorious mountains, the love-

ly plains and the coming event shed a halo of romance around the excursion. When more than half way out the horses were fed, and the anticipatory bridegroom whose thoughts revolved around his bride like satellites around a star, forgot to remove the halter from the trees, where they were tied, and they remained there until the following day, a signal proof of his admirable concentration of thought.

The poet says, "The world is full of beauty when the heart is full of love," and it was refreshing to see the wonderful apprehensions of the beauty of nature manifested by our matrimonial candidate. The effluence of poetry and sentiment was befitting the occasion. The "Irish Melodies" flowed out like the scarlet and white gillies which nodded their approving heads. The pine groves "with their soft and soul-like sounds" whispered, "Sho is waiting for thee." The verdant plains, stretching out their emerald undulations and the hills that stood "as though to sentinel enchanted fane" seemed to be conscious of the festive evening drawing near.

At last the beautiful valley was reached, fresh and green as the Garden of Eden, and in the distance could be seen a simple mansion where the telescopic eye of our Missouri lover descried a fair form on the piazza, standing like Hero on her watch-tower, gazing at the nuptial Leander. A warm welcome was given by mine host and hostess, Mr. and Mrs. Holden, who had prepared a generous repast.

The murmur of soft voices, it is said, was heard on the porch until the setting stars persuaded to sleep and the last day of bachelor existence was ended for our rejoicing friend. The next morning quite a company of the relatives of the bride had assembled, and about ten o'clock the marriage ceremony was performed. The bride was attired with exceeding neatness, in pink organdie trimmed with lace, and it was the general opinion that a handsome couple had never graced that charming valley.

A substantial repast, bewildering in its variety and very creditable to the good taste of our hospitable friends followed and very soon after the solemn couple were driven to Colorado Springs. The awful solemnity gradually disappeared from the countenances of bridegroom and bride. It would be impossible to imagine a drive of thirty miles in which nature appeared in such Protean and lovely forms. Rarely does one find such materials for beautiful surprise as were given by a thunder storm with dazzling forked lightning. The mountains with beautiful cloud effects, and indescribable glories of golden mists and the softest tints, a rainbow the most brilliant and lasting that has been seen for years. No wonder that our newly married friends went into ecstasies and exhausted all the superlatives of the language.

Our fortunate bridegroom is none other than Mr. William A. Noel who lives near Kansas City, Mo., and the no less happy bride was Miss Hattie E. Colburn from the same vicinity.

Hotel Arrivals.

SPRINGS HOTEL.—J. F. Graves, ranch; Geo. W. Hill, Detroit; Miss Huntington, Miss Wintgate, Harry P. Kelly, W. Gilman, Geo. Ziegler, Hon. Wm. T. Coffey, Eddy Burgess, Chas. A. Burgess, White Eagle, Frank Burgess, Harry Burgess, Wm. Hill, 1834, 1835, C. C. Lewis, and wife, St. Louis; E. D. Lindley, A. O. Lewis, Oklahoma, Iowa; J. W. Hanson, and wife, Chicago; U. M. Downie, Iowa; N. C. Forrester, Denver; Dr. Geo. Bernard, New York City; C. W. Neff, Cincinnati, Ohio; S. P. Miller, Denver; E. Desly, W. A. Leonard, Chicago; F. R. Hoyt, Las Animas; H. B. Keeler, F. C. Cheney, Topeka; S. Willard, ranch; A. H. Whitte, New York; C. J. Croft, Fountain; Rev. J. Black, Jefferson, Texas; W. J. Hill, Missouri.

NATIONAL HOTEL.—O. C. Bouvar, J. Bouvar, Denver; A. J. Morris, St. Louis; W. F. Clark, Denver; H. Sims, Wm. Coody, Chicago; H. W. Chittenden, Burlington; A. B. Whitmore and brother, Iowa; T. J. Elcock, T. J. Ferguson, Pennsylvania.

MARRIED.

NOEL COLBURN. On Wednesday, July 23d, at Bijou Basin, El Paso County, Colorado, by Rev. James Goodman, of Colorado Springs, Mr. William A. Noel and Miss Hattie E. Colburn, both from Jackson County, Mo.

DIED.

PIELAN.—Martha Jane, infant daughter of Mr. and Mrs. J. J. Pielan. The funeral will take place at the residence of the father, on Huerfano street, at 10 o'clock to-morrow morning.

Business Locals.

Ten cents per line for first insertion; five cents per line for each subsequent insertion. Advertisements to go in every other day, or on certain days of the week only, ten cents per line for each insertion.

Don't forget that the GAZETTE is furnished with every appliance for the production of first-class job work.

S. B. Wyntersfield & Co., undertakers, will give prompt attention to night or day orders. Rooms in Hodgman Block, Huerfano street, Colorado Springs. 7-8-11

Brown's Fire Proof Roofing paint guards against fire, shrinkage, warping, splitting, leakage and preserves the roof for many years. Over 300 roofs are now painted with it. A. Brown, Tejon St. 7-6-11

Just received, a large invoice of Drugs, Medicines, Fancy and Toilet Articles at Sagendorf's 5-4-11

Of clothing, boots, shoes and dry goods at the store of D. W. Robbins on Saturday afternoon and evening of this week. 7-23-2

At Crissey's you will find Vene, Calvert & Co.'s mixed paints, the best paints now in use. \$1.90 per gallon. 5-30-11

THE BEST IN THE FIELD.

Osborne Mowers, Reapers and Self Binding Harvesters for sale by G. S. Barnes. 3-30-0-11

NOTICE.

All persons are hereby prohibited from depositing dead animals, rubbish, or filth of any kind on any of the lots or lands of the Colorado Springs Company, under penalty of the law. By order of the Board of Directors.

HENRY MCALLISTER, JR., Executive Director.

3-25-11

Ware doors at G. S. Barnes. 2-23-11

First class hotel accommodations in one of the coolest and pleasantest summer resorts in the state, to be had at the Monument House, at Monument. Rates, only \$2.00 per day. 7-23-2

FURNITURE! FURNITURE!

Furniture of every description on hand and fresh invoices received daily at the furniture store of 7-23-11

MACOMBER & POTTER.

If you want to escape from the heat for a few days take a run up to Monument. You will find a cool, quiet place with excellent hotel accommodations. 7-23-2

Job printing done at the GAZETTE office promptly and in the best manner.

Durkee & Lee have just received a full line of Blows, Arrows, etc., for archery practice. Just the things for those desiring some pleasant and healthy outdoor exercise. 5-30-20-11

Try the dry Calomine. Varianated to do better work than any other preparation in the city. At Sagendorf's. 5-4-11

Gan's Quick and Sure Relief for Asthma never fails, even in the worst cases. Try it. For sale by F. E. Robinson. 6-27-11

A good business for sale owing to ill health of a partner. Stock can be reduced to suit capacity of the pocket of the purchaser. Are doing a fine cash business, no risk and good profits, owing to but little competition. For information apply to firm doing business.

DICKSON & LANGLEY.

Pueblo, Colorado, July 15. 7-10-11

Call at the GAZETTE counting rooms and obtain rates for your job work. Satisfaction is guaranteed.

Go to G. S. Barnes for Tennis, Wagon covers and camping equipment generally. 5-30-0-11

GAZE ON THIS!

I will paint a club of six portraits for \$250 and guarantee satisfaction. Those wishing to enter this club leave orders at Huerfano's book store. Four more orders wanted. Come early to avoid the rush. FROM SLINK.

Don't forget to look at the Japanese screens at Brown's. They are works of art.

The GAZETTE office is prepared to do job printing in artistic manner and at reasonable rates.

Posters, dodgers, visiting cards, in fact every variety of job work done to order at the GAZETTE office.

Refrigerators, Water Coolers, Ice Cream Freezers and Bird Cages in great variety at G. S. Barnes. 5-30-0-11

Rings and rods for damask curtains just received by Ainsworth Brown. Artistic and fashionable fixtures after the best and latest designs constantly being received. 7-24-11

You can save money by buying your clothing, boots, shoes and dry goods of D. W. Robbins. 7-23-3

Westernfield & Co. are receiving new goods every day. A large supply of goods in their line can now be seen, comprising the latest and best styles. 7-23-3

Musical entertainment at F. HERMANN'S, Manitou, Colo., every Sunday afternoon and evening. Turner-Hall style. 7-15-11

Brown has just received some handsome painted Japanese screens which he sells for 60 cents. Call and examine them. 7-24-11

Any person not receiving their paper regularly will confer a favor by making it known at this office.

Mr. Harry Hies is the authorized carrier and collector for the GAZETTE Publishing Company.

Monument is one thousand feet higher than Colorado Springs, and is correspondingly cooler. The Monument hotel is a first-class house. Try the place any way. 7-23-5

Take the Old Reliable Hannibal & St. Joseph R.R. and its connections—the great through car line to the East. Pullman Sleeping Cars and Palace Day Coaches are run through to Chicago and Toledo without change of cars from Kansas City, Atchison and St. Joseph. Horton's celebrated Reclining Chair Cars of the latest pattern and built expressly for this company run through to Chicago. Also a Palace Day Coach runs through to Indianapolis without change. Passengers for all points east will find this the most desirable route. No other line makes faster time than the Hannibal & St. Joe and its connections. When you travel see that your tickets read via the OLD RELIABLE H. & St. JOE, the great through car line. For maps and time-tables address H. D. PRICE.

Gen'l Pass. & Ticket Agent, Hannibal, Mo.

FOR RENT.

TO LET—Three furnished rooms. Enquire of J. H. Woodgate. 7-23-11

TO LET—A nicely furnished room in a good location. Apply at this office. 3-12-11

TO LET—SADDLE PONIES.—For ladies or gentlemen. Apply at D. G. Lovell's, Kiowa street. 5-25-11

TAKEN UP.

CAUTIONED.—Out of a band of wild horses, three yearling colts (one bay and one gray), and three sucking colts. Inquire at this office. 7-23-6

WANTED.

WANTED.—A woman of experience for general house work for a gentleman and wife only, middle aged preferred. Must be a good cook and laundress. Call on Mrs. Vincent, at Mrs. Dr. Lyons, corner Tejon and Kiowa streets in the evening. 7-25-11

WANTED.—Employment in store in office. Steady work rather than salary an object. J. White, post office. 7-25-11

WANTED.—All ladies interested in lace to call and see Miss Clothier's pure Honiton laces. Lessons given by the course or by the hour at the residence of Dr. Reynolds, North Tejon street. 7-25-11

WANTED.—A ladying room for from 20 to 30 days, a team, covered wagon, tent &c. Enquire at Reverend Gage's house, 5400 avenue immediately south of National Hotel. 7-23-3